

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CMG LANDSCAPE ARCHITECTURE**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of
_____, January, 2024, by and between the COUNTY OF SAN MATEO,
hereinafter called "County," and CMG Landscape Architecture, hereinafter called
"Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

WHEREAS, as authorized by Board Resolution No. 078335, on or about July 20, 2021, the Parties entered into Agreement No. 39000-22-R078335 by which Contractor agreed to provide design and permitting services as related to the County's Realize Flood Park Project (the "Project"), for the term of July 20, 2021 through July 31, 2023, and in an amount not to exceed \$1,892,710; and

WHEREAS, on May 9, 2023, the Board of Supervisors adopted Resolution Number 079600 which authorized a First Amendment to the Agreement with Contractor: (1) to revise the scope of services to only require the preparation of design documents for Phase 1 of the Project and to include construction administration/observation services; (2) to increase the Agreement's not-to-exceed amount by \$730,870 to a new total not-to-exceed amount of \$2,623,580; and (3) to extend the term of the Agreement to December 31, 2024; and

WHEREAS, the parties wish to further amend the Agreement: (1) to expand the Agreement's scope of services to include additional Project management, oversight, and design services; (2) to increase the Agreement's not-to-exceed amount by \$766,000 to a new total not-to-exceed amount of \$3,389,580; and (3) to extend the term of the Agreement to December 31, 2025.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 (Payments) of the Agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall

make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed THREE MILLION, THREE HUNDRED AND EIGHTY NINE, FIVE HUNDRED AND EIGHTY DOLLARS (\$3,389,580). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Section 4 (Term) of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 20, 2021, through December 31, 2025.

3. Task J of Exhibit A to the Agreement is added to read as follows:

Task J – Playground Design

Task J of the scope of services shall include the following:

1. Playground: Improvements including surfacing, shade structures, site elements, play features, etc.
2. Soils: Horticultural soils design (existing subsoils and proposed amendment or import planting soils), procurement, and QAQC.
3. Finish Grading + Surface Drainage:
 - a. Pedestrian Environment Areas: All areas.
4. Trees + Understory Planting: Planting areas – including development of tree and understory palettes by species, sizes, and locations.
5. Irrigation: For all planting areas – including the establishment of hydrozone areas by planting typologies to determine water use demand and budget.
6. Design Coordination: Contractor will coordinate design of the following scope items:
7. Storm Drainage
8. Electrical
9. Restroom B Renovation
10. Sub-consultants: Management of landscape sub-consultants

Exclusions to Task J

County shall provide the following information or services as required for performance of the work. Contractor assumes no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. Should Contractor be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

1. Documents: County-furnished documents and materials, including legal, topographic, utility surveys, geotechnical reports, soils testing, tree reports, or arborist services.
2. Art: Art design or technical coordination of art.
3. Site Lighting
4. Signage and environmental graphics: Not in scope. Contractor will coordinate with County for sign locations set within the landscape scope.
5. Water Features: Pools, spas, water features, and fountains.
6. Certifications: Coordination, calculations and exhibits related landscape design sustainability credits or project other rating systems.
7. Permitting & Bidding and Negotiation: NIC and will be assessed once 100% PS&E Documents are accepted by the County under a separate Contract Amendment.
8. Construction Observation: NIC and will be assessed once 100% PS&E Documents are accepted by the County under a separate Contract Amendment.

Assumptions to Task J

1. Design + Coordination: County has the authority to give design and program direction and approval.
2. Schedule: The time duration for each phase of work will not exceed the estimates outlined in Project Schedule and Delivery section below. Significant schedule delays may result in additional services.
3. Documentation + Construction: This proposal assumes that the landscape scope will not be broken into separate documents for separate submittals per a phased construction approach. Plan check responses will be captured in the 100% PS&E (Construction Documents).

30% PS&E (SCHEMATIC DESIGN)

This phase of work includes project initiation, concept design and 30% PS&E (Schematic Design (SD)). The presentations and documentation shall establish the design and organization of the landscape scope. Tasks include:

1. Project Initiation: Contractor will initiate the project by synthesizing and reviewing data and project plans, including features within the currently closed playground area.
 - a. Scope and Schedule Verification
 - b. Kick-Off Work Session and Site Tour
 - c. Initial Meeting with Parks Staff and Stakeholders
 - d. Existing Documentation Collection and Review
 - e. Constraints and Opportunities
2. Community Engagement Plan: Co-develop engagement plan with County.
3. Design + Coordination: Refine landscape design based on conceptual refinement phase. Identify all landscape systems and critical coordination issues.
4. Meetings: Attend and participate in meetings and work sessions with the Design Team and County, as described below.

5. Presentations: Develop presentations to convey the landscape design, including site context, mobility and accessibility, program and activity, site character (hardscape and planting), and experience.
6. Documentation: Prepare Drawings, Narrative, Specification TOC, and Exhibits for coordination and pricing.
7. Cost Estimate: Review and comment on the accuracy and completeness of the cost estimate, as used to establish the landscape budget.

SD DELIVERABLES:

1. Documentation Issues
 - a. Concept Alternatives (up to 3)
 - b. Preferred Plan
 - c. 30% PS&E
2. Documentation Deliverables
 - a. Drawings
 - b. Narrative
 - c. Specification TOC
 - d. Exhibits
 - e. Cost Estimate

SD DESIGN MEETINGS

1. Design Team
 - a. Design Team Work sessions
 - i. Bi-weekly Zoom or in person meetings – (4)
 - b. Parks Department
 - i. Zoom or in person meetings – (8)

60% PS&E (DESIGN DEVELOPMENT)

This phase of work includes 60% PS&E (Design Development (DD)). The presentations and documentation shall progress the design of the landscape scope. Tasks include:

1. Design + Coordination: Progress landscape design based on scope of work. Develop all landscape systems and critical coordination issues.
2. Meetings: Attend and participate in meetings and work sessions with the Design Team and County, as described below.
3. Presentations: Progress presentations to convey the landscape design, including site context, mobility and accessibility, program and activity, site character (hardscape and planting), and experience.
4. Documentation: Prepare Drawings, Narrative, Specifications, and Exhibits for coordination and pricing.
5. Cost Estimate: Review and comment on the accuracy and completeness of the cost estimate. Align cost of the landscape to the Owner's budget.

DELIVERABLES

1. Documentation Issues
 - a. 60% PS&E (DD)
2. Documentation Deliverables
 - a. Drawings
 - b. Narrative
 - c. Specifications
 - d. Exhibits
3. Presentations
 - a. Mid Phase Review
 - b. End Phase Review

MEETINGS

1. Design Team
 - a. Design Team Work sessions
 - i. Bi-weekly Zoom or in person meetings – (4)
 - b. Civil/Civil Coordination:
 - i. Weekly Zoom meetings – (4)
 - c. Parks Department
 - i. Zoom or in person meetings – (4)

90% PS&E (CONSTRUCTION DOCUMENTATION)

This phase of work includes Construction Documentation (CD). Ongoing design and coordination with the project team shall progress the documentation of the landscape. Tasks include:

1. Design + Coordination: Progress landscape design based on scope of work. Develop all landscape systems and critical coordination issues.
2. Meetings: Attend and participate in meetings and work sessions with the Design Team and Owner, as described below.
3. Presentations: Progress presentations to convey the landscape design, including site context, mobility and accessibility, program and activity, site character (hardscape and planting), and experience.
4. Documentation: Prepare Drawings, Narrative, Specifications, and Exhibits for coordination, pricing, and permitting, as required by the authorities having jurisdiction. Provide support required to obtain the necessary approvals by authorities having jurisdiction.
5. Cost Estimate: Review and comment on the accuracy and completeness of the cost estimate. Align the cost of the Landscape to the Owner's budget.

DELIVERABLES

1. Documentation Issues
 - a. 90% CD – Mid phase review
 - b. 90% CD – Final phase deliverable
2. Documentation Deliverables

- a. Drawings
- b. Narrative
- c. Specifications
- d. Exhibits

MEETINGS

- 1. Design Team
 - a. Design Team Work sessions
 - i. Bi-weekly Zoom or in person meetings – (4)
 - b. Civil/Civil Coordination:
 - i. Weekly Zoom meetings – (4)
 - c. Parks Department
 - i. Zoom or in person meetings – (4)

100% PS&E (CONSTRUCTION DOCUMENTATION)

This phase of work includes Construction Documentation (CD). Ongoing design and coordination with the project team shall progress the documentation of the landscape.

Tasks include:

- 1. Design + Coordination: Progress landscape design based on scope of work. Develop all landscape systems and critical coordination issues.
- 2. Meetings: Attend and participate in meetings and work sessions with the Design Team and Owner, as described below.
- 3. Presentations: Progress presentations to convey the landscape design, including site context, mobility and accessibility, program and activity, site character (hardscape and planting), and experience.
- 4. Documentation: Prepare Drawings, Narrative, Specifications, and Exhibits for coordination, pricing, and permitting, as required by the authorities having jurisdiction. Provide support required to obtain the necessary approvals by authorities having jurisdiction.
- 5. Cost Estimate: Review and comment on the accuracy and completeness of the cost estimate. Align the cost of the Landscape to the Owner's budget.

CD DELIVERABLES

- 1. Documentation Issues
 - a. 100% CD – Mid phase review
 - b. 100% CD – phase deliverable (permit and bid submittal)
- 2. Documentation Deliverables
 - a. Drawings
 - b. Narrative
 - c. Specifications
 - d. Exhibits

CD MEETINGS

1. Design Team
 - a. Design Team Work sessions
 - i. Bi-weekly Zoom or in person meetings – (4)
 - b. Civil/Civil Coordination:
 - i. Weekly Zoom meetings – (4)
 - c. Parks Department
 - i. Zoom or in person meetings – (6)

PUBLIC DESIGN WORKSHOPS & COMMUNICATION

Coordinate with the Parks Department to develop and facilitate community workshops and pop-up events to inform the design of the play space.

1. Community Workshops: (2) meetings to co-create the vision for the play space and get feedback on the design concepts.
2. Community Pop Up Events: (2) meetings to review design progress and inform the community how their feedback is being integrated into the project design. Pop-up events will be focused on general updates to the community.
3. Meetings: Attend and participate in meetings and work sessions with the Design Team and Owner, as described below.
4. Presentations: Develop presentations to convey the landscape design, including site context, mobility and accessibility, program and activity, site character (hardscape and planting), and experience.

MEETINGS AND WORKSHOPS

1. Design Team
 - a. Design Team Work sessions
 - i. Bi-weekly Zoom or in person meetings – (2)
 - b. Department of Parks
 - i. Zoom or in person meetings – (8)

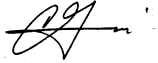
4. Section 2 of Exhibit B to the Agreement shall be amended to read:

2. County's total fiscal obligation under this Agreement shall not exceed **\$3,389,580** unless said amount is authorized to be increased by the Parks Director or his/her designee by written amendment to this Agreement. The sum of all individual task assigned to CMG Landscape Architecture shall not exceed the total **\$3,389,580** not-to-exceed amount for this Agreement without prior written approval by the Parks Director or his/her designee.

5. **Except as amended, all other terms and conditions of the Agreement dated July 20, 2021, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: CMG LANDSCAPE ARCHITECTURE



12.19.2023

Christopher Guillard

Contractor Signature

Date

Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board